



To the Honorable Council
City of Norfolk, Virginia

May 10, 2011

From: Darrell V. Hill, Director of Finance

Subject: Conveyance of a GEM Parcel Located at ES Saint Mihiel Avenue to Norman J. Friedrich and N. Donald Friedrich

Reviewed: Stanley A. Stein, Assistant City Manager

Ward/Superward: Wards 3 and 7

Approved:

Marcus D. Jones, City Manager

Item Number: C-5

I. **Recommendation:** Schedule Public Hearing

II. **Applicant:** Norman J. Friedrich and N. Donald Friedrich
ES Saint Mihiel Avenue
Norfolk, VA

III. **Description:**

This agenda item authorizes the scheduling of a public hearing to consider an Ordinance to dispose of a vacant, non-standard size parcel of City-owned land. The parcel is a GEM lot and was acquired by the City under Section 58.1-3970.1 of the Code of Virginia, 1950, as amended. The parcel is to be conveyed to the owners of the adjoining property, Norman J. Friedrich and N. Donald Friedrich, under the Side Lot Disposition Program.

IV. **Analysis:**

The Friedrichs own the property adjoining the GEM Parcel located at ES Saint Mihiel Avenue. The Friedrichs propose to use the GEM lot to extend their property and landscape the side yard creating a standard lot within the community. Conveying the GEM parcel to Norman J. Friedrich and N. Donald Friedrich will enable the City to place the property back on the tax rolls.

V. **Financial Impact:**

The Parcel will be conveyed to the Friedrichs at no cost. However, they will pay typical costs of closing. The FY 2010 Assessed Value of the Parcel is \$2,000.00. The annual Tax Revenue is \$22.20.

VI. Environmental:

There are no known environmental issues associated with the disposition of this property.

VII. Community Outreach/Notification:

In accordance with the Norfolk City Charter and Virginia state law, a legal notice will be posted in the Virginian Pilot. In addition, public notification for this agenda item was conducted through the City of Norfolk's agenda notification process.

VIII. Board/Commission Action:

N/A

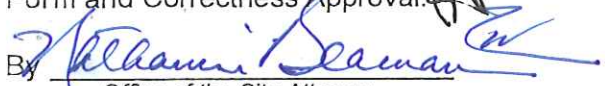
IX. Coordination/Outreach:

This letter has been coordinated with the Office of Real Estate and the City Attorney's Office.

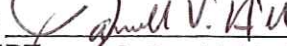
Supporting Material from the City Attorney's Office:

- Conveyance Agreement
- Declaration of Protective and Restrictive Covenants
- Ordinance

3/28/2011-km

Form and Correctness Approval: By 
Office of the City Attorney

Contents Approved:

By 
DEPT. OF FINANCE

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE AUTHORIZING THE CONVEYANCE TO NORMAN J. FRIEDRICH AND N. DONALD FRIEDRICH OF CERTAIN PARCELS OF PROPERTY, ACQUIRED BY THE CITY OF NORFOLK PURSUANT TO SECTION 58.1-3970.1 OF THE CODE OF VIRGINIA, 1950, AS AMENDED, AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT IN SUBSTANTIAL CONFORMITY WITH THE TERMS AND CONDITIONS OF THE ATTACHED CONVEYANCE AGREEMENT.

- - -

WHEREAS, Section 58.1-3970.1 of the Code of Virginia, 1950, as amended, authorizes the appointment of a Special Commissioner for the purpose of conveying to localities, in lieu of public auction, certain real estate with delinquent taxes and liens that meet certain criteria set forth therein; and

WHEREAS, the parcel of real estate described in Exhibit A, attached hereto and made a part hereof, has been conveyed to the City of Norfolk by a Special Commissioner's deed executed and delivered pursuant to a decree entered by the Circuit Court of the City of Norfolk in accordance with the provisions of Section 58.1-3970.1 of the Code of Virginia, 1950, as amended; and

WHEREAS, the parcel of real estate described in Exhibit A is a non-conforming lot upon which no structure can be built and, therefore, the said lot has very limited value; and

WHEREAS, Council has determined that said lot is not needed for any of the uses or purposes of the City; and

WHEREAS, the Council is agreeable to conveying the said parcel of real estate to Norman J. Friedrich and N. Donald Friedrich upon certain terms and conditions to be negotiated by the City Manager consistent with the Conveyance Agreement, attached hereto as Exhibit B; now therefore,

BE IT ORDAINED by the Council of the City of Norfolk:

Section 1:- That, notwithstanding the provisions of Section 2-12 of the Norfolk City Code, 1979, which requirements are hereby specifically waived, the conveyance of the parcel of property described in Exhibit A to Norman J. Friedrich and N. Donald Friedrich, upon certain terms and conditions to be negotiated by the City Manager, consistent with the Conveyance Agreement attached as Exhibit B, is hereby authorized and approved.

Section 2:- That the City Manager, and the other proper officers of the City, are authorized to execute an Agreement on behalf of the City of Norfolk, in substantial conformity with the terms and conditions set forth in Exhibit B, and to deliver a Special Warranty Deed, in form satisfactory to the City Attorney, and to do all other things necessary and proper to effect the conveyance of the said parcel of property.

Section 3:- That this ordinance shall be in effect from and after thirty (30) days from the date of its adoption.

EXHIBIT "A"
Tax Account Number 4100-8000

ALL that certain lot, piece or parcel of land lying, being and situated in the City of Norfolk, Virginia, and being a part of the unplatted part of Block Fourteen (14), on the plat of Lafayette Annex, which lies to the rear of the northern one-half of Lot Seven (7), all of Lots Nine (9) and Eleven (11) and the southern one-half of Lot Thirteen (13) in said block, said plat is duly of record in the Clerk's Office of the Circuit Court of the City of Chesapeake (formerly Norfolk County), Virginia, in Map Book 6, pages 98 and 99, the said property being bounded and described as follows:

BEGINNING at an iron pipe located midway on the rear eastern line of Lot Seven (7), in Block Fourteen (14) on said Plat of Lafayette Annex, and running thence northerly seventy-five (75) feet along the rear lines of Lots Seven (7), Nine (9), Eleven (11) and Thirteen (13) in said Block Fourteen (14), to an iron pin which is located on the rear line of Lot Thirteen (13), in said block, and at a point midway thereof; thence easterly and at right angles a distance of fifty-eight and six tenths (58.6) more or less, to the rear line of lot Seven (7), in Block Eighteen (18), as shown on the Plat of Fairmount, which plat is duly recorded in the said Clerk's Office in Map Book 6, pages 34 and 35; thence Southerly and along the rear lines of lots Seven (7) and Eight (8), Nine (9) and Ten (10), in said Block Eighteen (18) on the plat of Fairmount, to a point in the rear line of said lot Ten (10), Block Eighteen (18), which point is arrived at by prolonging the center line of lot Seven (7), Block Fourteen (14), Plat of Lafayette Annex; thence westerly a distance of forty-six and seven tenths (46.7) feet, more or less, to an iron pipe located midway on the rear line of said Lot Seven (7), in Block Fourteen (14), the point of beginning.

CONVEYANCE AGREEMENT

THIS CONVEYANCE AGREEMENT made this ____ day of _____, 2011, between the **CITY OF NORFOLK**, a municipal corporation of the Commonwealth of Virginia ("City"), and **NORMAN J. FRIEDRICH** and **N. DONALD FRIEDRICH** ("Friedrich").

RECITALS:

A. City is the owner in fee simple absolute of a certain parcel of real property, together with all rights and appurtenances thereunto pertaining, located in the City of Norfolk, Virginia, more particularly described in Exhibit A, attached to and made a part of this Agreement (the "Property"), the City having acquired the same pursuant to the provisions of Section 58.1-3970.1 of the Code of Virginia, 1950, as amended.

B. Upon acquisition of the Property, the City recorded a Declaration of Protective and Restrictive Covenants ("Restrictive Covenants") in the Clerk's Office of the Circuit Court of the City of Norfolk, as Instrument No. 060014359, a copy of which is attached as Exhibit B, which documents provide, inter alia, that a violation of any protective or restrictive covenant contained therein shall, in the sole discretion of the City, cause the title to the Property to revert to the City.

C. The acquisition of the Property by the City resulted in the City owning nonstandard lots that abut certain property owned by Friedrich.

D. The conveyance of the Property to Friedrich will enable Friedrich to care for and maintain the Property in a manner that will enhance both the appearance and value of their adjoining property, as well as the other properties located in that section of the City, while at the same time returning the Property to the real estate tax rolls.

E. The City therefore desires to convey the Property to Friedrich and Friedrich desires to have the Property conveyed to Friedrich in accordance with the terms and conditions of this Agreement.

F. These recitals are incorporated by this reference into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and specifically Friedrich's agreement to care for and maintain the Property in accordance with the requirements of the Norfolk City Code and in strict accordance with the Restrictive Covenants, the City agrees to convey and Friedrich agrees to accept the conveyance of the Property, together with all easements, rights, and appurtenances thereto as follows:

1. CONVEYANCE.

a. The City agrees to convey the property to Friedrich, "AS IS," by Special Warranty Deed, free and clear of all encumbrances, tenancies, and liens (for taxes or otherwise), except as may otherwise be provided in this Agreement, subject to applicable easements and restrictive covenants of record, and specifically the Restrictive Covenants attached hereto as Exhibit B.

b. Possession of the Property will be given to Friedrich at Closing.

c. City agrees to pay the expenses of preparing the deed. Friedrich will pay all other fees and costs charged in connection with the transfer of the Property and the recordation of the deed.

d. **Friedrich acknowledges and agrees that the City is represented by the City Attorney and that the City Attorney cannot and will not represent Friedrich's interests in this matter.**

2. PURCHASE PRICE. Friedrich shall not be required to pay any compensation to the City for the conveyance of this Property, in accordance with City policy regarding the conveyance of side lots under the GEM program.

3. CLOSING. The Closing will be made at the offices of the Norfolk City Attorney, in Norfolk, Virginia 23510, or such other location as the parties may agree, within 120 days of the effective date of the ordinance authorizing the conveyance of the property by the City ("Effective Date"), unless extended by mutual agreement of the parties.

4. CONDITIONS. Friedrich's obligations are expressly conditioned upon the satisfaction of each of the following conditions in the sole determination of Friedrich, it being understood that the City is under no obligation whatsoever to expend any funds to satisfy any of these conditions. If any one of the following conditions cannot be met within 120 days after the Effective Date, Friedrich may unilaterally terminate this Agreement:

a. Receipt of a satisfactory title commitment.

b. Receipt of a Phase I Environmental Assessment and Report (Phase I Report) conducted and prepared by an environmental engineering and inspection company selected by Friedrich at Friedrich's expense, and such other testing and

reports as may be reasonably required by Friedrich or recommended in the Phase I Report, any such additional testing and reports to be at Friedrich's expense.

c. Satisfaction by the City of all of his obligations under this Agreement.

5. NO REPRESENTATIONS AND WARRANTIES BY CITY. Friedrich acknowledges that the City has made no representations or warranties whatsoever in regard to the Property.

6. LOT NOT BUILDABLE. Friedrich acknowledges that the Property being conveyed, standing alone, is not of sufficient size or dimension to permit the construction of a single family dwelling under the regulations of the City of Norfolk currently in effect.

7. NOTICES. All notices to the parties hereto will be delivered by hand, via certified mail return receipt requested, or via facsimile and all be deemed effective upon delivery if by hand and upon confirmation of receipt if by other means, to the following address until the address is changed by notice in writing to the other party:

Friedrich: Norman J. Friedrich
N. Donald Friedrich
3006 Saint Mihiel Avenue
Norfolk, Virginia 23509

City: Department of Planning
City of Norfolk
City Hall Building - 5th Floor
810 Union Street
Norfolk, Virginia 23510
Attn: Acquanetta Ellis

With a copy to: Bernard A. Pishko
City Attorney
900 City Hall Building
810 Union Street
Norfolk, Virginia 23510

8. SURVIVAL. The provisions contained in this Agreement will be true as of the date of this Agreement and as of the date of Closing and will survive the Closing.

9. BROKERAGE OR AGENT'S FEES. Neither the City nor Friedrich are represented by a real estate broker, agent or finder in this transaction. No fees or commissions are or will be due from or payable by the City as a result of this transaction. The City shall not have any obligation whatsoever to pay any brokerage or agent's fees or commissions, nor shall the City have any obligation whatsoever to see that any such fees or commissions are paid.

10. DEFAULT AND REMEDIES.

a. If the conveyance contemplated by this Agreement is not consummated because of City's or Friedrich's default, the non-defaulting party may elect to:

(i) Terminate this Agreement; or

(ii) Seek and obtain specific performance of this Agreement.

11. REVERSION OF TITLE. Friedrich acknowledges that this conveyance is subject to the Restrictive Covenants attached as Exhibit B, including the right of reverter as set forth therein.

12. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and will supersede the terms and conditions of all prior written and oral agreements, if any, concerning the matters it covers. The parties acknowledge there are no oral agreements, understandings, representations, or warranties that supplement or explain the terms and conditions contained in this Agreement. This Agreement may not be modified except by an agreement in writing signed by the parties.

13. GOVERNING LAW. This Agreement is to be construed in accordance with the laws of the Commonwealth of Virginia.

14. SUCCESSOR/ ASSIGNMENT. This Agreement will be binding upon and the obligations and benefits hereof will accrue to the parties hereto, their heirs, personal representatives, successors, and assigns.

WITNESS the following duly authorized signatures and seals:

(SIGNATURE PAGES TO FOLLOW)

CITY OF NORFOLK

By: _____
City Manager

ATTEST:

City Clerk

COMMONWEALTH OF VIRGINIA
CITY OF NORFOLK, to-wit:

I, _____, a Notary Public in and for the City of Norfolk, in the Commonwealth of Virginia, whose term of office expires on _____, do hereby certify that Marcus D. Jones, City Manager and R. Breckenridge Daughtrey, City Clerk, respectively, of the City of Norfolk, whose names as such are signed to the foregoing Conveyance Agreement dated the _____ day of _____, 2011 have acknowledged the same before me in my City and State aforesaid.

Given under my hand this _____ day of _____, 2011.

Notary Public

Registration No. _____

APPROVED AS TO CONTENTS:

Manager of Real Estate

APPROVED AS TO FORM AND CORRECTNESS:

Deputy City Attorney

By: _____
NORMAN J. FRIEDRICH

STATE OF VIRGINIA

CITY/COUNTY OF NORFOLK, to-wit:

I, _____, a Notary Public in and for the City/County of Norfolk, in the State of Virginia, whose term of office expires on _____, do hereby certify that Norman J. Friedrich, whose name is signed to the foregoing Conveyance Agreement dated _____, has acknowledged the same before me in my City and State aforesaid.

Given under my hand this ____ day of _____, 2011.

Notary Public

Registration No. _____

By: _____
N. DONALD FRIEDRICH

STATE OF VIRGINIA

CITY/COUNTY OF NORFOLK, to-wit:

I, _____, a Notary Public in and for the City/County of Norfolk, in the State of Virginia, whose term of office expires on _____, do hereby certify that N. Donald Friedrich, whose name is signed to the foregoing Conveyance Agreement dated _____, has acknowledged the same before me in my City and State aforesaid.

Given under my hand this ____ day of _____, 2011.

Notary Public

Registration No. _____

EXHIBIT "A"
Tax Account Number 4100-8000

ALL that certain lot, piece or parcel of land lying, being and situated in the City of Norfolk, Virginia, and being a part of the unplatted part of Block Fourteen (14), on the plat of Lafayette Annex, which lies to the rear of the northern one-half of Lot Seven (7), all of Lots Nine (9) and Eleven (11) and the southern one-half of Lot Thirteen (13) in said block, said plat is duly of record in the Clerk's Office of the Circuit Court of the City of Chesapeake (formerly Norfolk County), Virginia, in Map Book 6, pages 98 and 99, the said property being bounded and described as follows:

BEGINNING at an iron pipe located midway on the rear eastern line of Lot Seven (7), in Block Fourteen (14) on said Plat of Lafayette Annex, and running thence northerly seventy-five (75) feet along the rear lines of Lots Seven (7), Nine (9), Eleven (11) and Thirteen (13) in said Block Fourteen (14), to an iron pin which is located on the rear line of Lot Thirteen (13), in said block, and at a point midway thereof; thence easterly and at right angles a distance of fifty-eight and six tenths (58.6) more or less, to the rear line of lot Seven (7), in Block Eighteen (18), as shown on the Plat of Fairmount, which plat is duly recorded in the said Clerk's Office in Map Book 6, pages 34 and 35; thence Southerly and along the rear lines of lots Seven (7) and Eight (8), Nine (9) and Ten (10), in said Block Eighteen (18) on the plat of Fairmount, to a point in the rear line of said lot Ten (10), Block Eighteen (18), which point is arrived at by prolonging the center line of lot Seven (7), Block Fourteen (14), Plat of Lafayette Annex; thence westerly a distance of forty-six and seven tenths (46.7) feet, more or less, to an iron pipe located midway on the rear line of said Lot Seven (7), in Block Fourteen (14), the point of beginning.

Instrument Control Number

MAR 30 P 3:23

000186

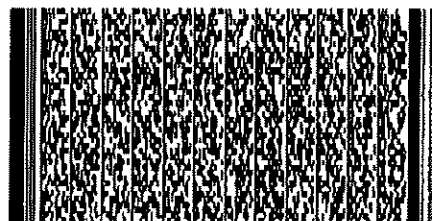
Commonwealth of Virginia
Land Record Instruments
Cover Sheet - Form A

MAR 30 060014359

[LS VLR Cover Sheet Agent 1.0.68]

T A X E M P T	C O R P	Date of Instrument:	[3/29/2006]		
		Instrument Type:	[DEC]		
		Number of Parcels	[1]		
		Number of Pages	[6]		
		City	<input checked="" type="checkbox"/> County	<input type="checkbox"/>	[City Of Norfolk] (Box for Deed Stamp Only)
First and Second Grantors					
		Last Name	First Name	Middle Name or Initial	Suffix
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	[City of Norfolk]	[]	[]	[]
<input type="checkbox"/>	<input type="checkbox"/>	[Trapani]	[Philip]	[R.]	[Jr.]
First and Second Grantees					
		Last Name	First Name	Middle Name or Initial	Suffix
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	[City of Norfolk]	[]	[]	[]
<input type="checkbox"/>	<input type="checkbox"/>	[]	[]	[]	[]
Grantee Address		(Name)	[City of Norfolk]		
		(Address 1)	[Norfolk City Attorney's Office]		
		(Address 2)	[810 Union Street, Room 900]		
		(City, State, Zip)	[Norfolk] [VA] [23510]		
Consideration [0.00]		Existing Debt [0.00]	Assumption Balance [0.00]		
Prior Instr. Recorded at: City <input type="checkbox"/> County <input type="checkbox"/> [] Percent. in this Juris. [100] Book [] Page [] Instr. No [060010580] Parcel Identification No (PIN) [4100-8000] Tax Map Num. (If different than PIN) [n/a] Short Property Description [Portion of Block 14, Lafayette Annex] Current Property Address (Address 1) [E S Saint Mihil Avenue] (Address 2) [] (City, State, Zip) [Norfolk] [VA] []					

Instrument Prepared by [Charles Stanley Prentace]
 Recording Paid for by [N/A]
 Return Recording to (Name) [Charles Stanley Prentace, Deputy City Attorney]
 (Address 1) [Norfolk City Attorney's Office]
 (Address 2) [810 Union Street, 900 City Hall Building]
 (City, State, Zip) [Norfolk] [VA] [23510]
 Customer Case ID [N/A] [] []



anna somers

[ILS VLR Cover Sheet Agent 1.0.66]

TAX EXEMPT	GRANTOR	GRANTEE	CORP
------------	---------	---------	------

Instrument Type: [DEC]

Number of Pages [6]

City ☒ County ☐ [City Of Norfolk] (Box for Deed Stamp Only)

Grantors/Grantees/Parcel Continuation Form B[illegible]

Prior Instr. Recorded at: City	<input type="checkbox"/>	County	<input type="checkbox"/>	[]	Percent. In this Juris.	[]
Book	[]	Page	[]	Instr. No	[]
Parcel Identification No (PIN)	[]						
Tax Map Num. (If different than PIN)	[]						
Short Property Description	[]						
	[]						
Current Property Address (Address 1)	[]						
(Address 2)	[]						
(City, State, Zip)	[]						



**DECLARATION OF
PROTECTIVE AND RESTRICTIVE COVENANTS
RELATIVE TO PROPERTY LOCATED AT
E S SAINT MIHIEL AV (TAX ACCOUNT #4100-8000)**

THIS DECLARATION, made this 24 day of March, 2006, by the
CITY OF NORFOLK, a municipal corporation of the Commonwealth of Virginia
("Declarant"), whose address is City Hall, 810 Union Street, Norfolk, Virginia, 23510.

WITNESSETH:

WHEREAS, Declarant is the owner of certain property described in Exhibit A,
attached hereto and made a part hereof ("Property"); and

WHEREAS, Declarant, in order to provide for orderly development,
improvement and maintenance of the Property, and the surrounding neighborhood,
deems it suitable and appropriate to establish and publish certain standards and
restrictions and to impose the same upon the Property;

NOW, THEREFORE, for and in consideration of the premises, the mutual
benefits accruing to Declarant, to the surrounding neighborhood, and to subsequent
purchasers of the Property, Declarant does hereby declare said Property to be subject to
the following covenants, which covenants shall run with the land and shall be binding
on all parties having or acquiring any right, title or interest in and to the Property or
any part thereof.

A. PERMITTED AND PROHIBITED USES.

1. Any construction on or development of the Property shall be in keeping with the City of Norfolk's General Plan, as well as the City's neighborhood plans, as such plans may be approved from time to time by the City Council.

2. No building or structure of any kind shall be constructed, altered or permitted on the Property without the prior written approval of the design of such building or structure by the Director of City Planning for the City of Norfolk ("Director"). A set of plans shall be submitted to the Director for approval as set forth herein.

3. All buildings and structures located on the Property shall be kept in good repair and the Property shall be kept in compliance with all City codes and ordinances.

4. If the Property is located on a street or in a district that is designated as an underground street or district under the provisions of the Norfolk City Code, 1979, as amended ("City Code"), then any building or structure located on the Property shall be served by underground utilities, and no above ground poles and wires shall be permitted, unless otherwise provided in the City Code.

B. REVIEW AND APPROVAL OF PLANS

1. All plans for any new buildings or structures to be located on the Property, including any additions to existing buildings or structures, must be presented to and approved by the Director in writing prior to the commencement of any construction.

2. The Director shall approve or disapprove plans submitted to him within forty-five (45) days after an application has been made to him. If the Director fails to act within the said 45 days, the application shall be deemed to have been approved. In the event the plans are disapproved by the Director, the party submitting the plans shall have 45 days from the date of such disapproval to submit revised plans, such revised plans to contain any revisions required by the Director.

3. The plans required to be submitted to the Director for approval shall include a full set of construction plans and site plans.

4. The construction of any building or structure on the Property must commence within ninety (90) days of the receipt of approval by the Director. Work thereon shall be prosecuted diligently and must be completed within a reasonable time not to exceed twelve (12) months from the date construction commences.

C. GRANTEE'S ACCEPTANCE

The Grantee of the Property subject to the coverage of this Declaration, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent owner of the Property, shall accept such deed or contract upon and subject to each and all of these protective and restrictive covenants and the agreements herein contained, and also the jurisdiction, rights, and powers of Declarant, and by such acceptance shall, for himself, his heirs, personal representatives, successors and assigns, consent, and agree to and with Declarant to keep, observe, comply with, and perform said protective and restrictive covenants.

D. EFFECTS OF PROTECTIVE AND RESTRICTIVE COVENANTS.

1. These protective and restrictive covenants shall run with the Property and shall be binding upon all parties and all persons claiming under them.

2. These protective and restrictive covenants may be changed, modified, or amended by a duly recorded instrument signed by the Declarant and the then current owner of the Property.

3. Each and every protective and restrictive covenant contained herein shall be considered to be an independent and separate covenant and agreement, and in the event that any one or more of said protective or restrictive covenants shall, for any reason, be held to be invalid or unenforceable, all remaining protective and restrictive covenants shall nevertheless remain in full force and effect.

4. The failure of any party or person to enforce a protective or restrictive covenant contained herein in any instance or against any person shall not constitute a waiver or abrogation of said protective or restrictive covenant.

E. REMEDIES.

The Declarant or any party to whose benefit these protective and restrictive covenants inure may proceed at law or in equity to prevent the occurrence, continuation, or violation of any of these protective and restrictive covenants, and the court in any such action may award reasonable expenses in prosecuting such action, including attorney's fees. In addition to any other remedy available at law or in equity, a violation of any protective or restrictive covenant contained herein shall, in the sole

discretion of the Declarant and upon the giving of written notice to the then current owner of the Property, cause the title to the Property to revert to the Declarant.

IN WITNESS WHEREOF, the Declarant has executed this Declaration the day and year first above written.

CITY OF NORFOLK

By:  [SEAL]
City Manager

Attest:

Approved as to form and correctness:


City Clerk 3/27/06


Deputy City Attorney

STATE OF VIRGINIA
CITY OF NORFOLK, to-wit:

I, Shelia W. Wilder, a Notary Public in and for the City of Norfolk, in the State of Virginia, whose term of office expires on the 31st day of August, 2006, do hereby certify that Regina V.K. Williams, City Manager and R. Breckenridge Daughtrey, City Clerk, respectively, of the City of Norfolk, whose names as such are signed to the foregoing instrument dated MARCH 24, 2006 have acknowledged the same before me in my City and State aforesaid.

Given under my hand this 24 day of MARCH, 2006.

 [SEAL]
Notary Public

EXHIBIT "A"
Tax Account Number 4100-8000

ALL that certain lot, piece or parcel of land lying, being and situated in the City of Norfolk, Virginia, and being a part of the unplatted part of Block Fourteen (14), on the plat of Lafayette Annex, which lies to the rear of the northern one-half of Lot Seven (7), all of Lots Nine (9) and Eleven (11) and the southern one-half of Lot Thirteen (13) in said block, said plat is duly of record in the Clerk's Office of the Circuit Court of the City of Chesapeake (formerly Norfolk County), Virginia, in Map Book 6, pages 98 and 99, the said property being bounded and described as follows:

BEGINNING at an iron pipe located midway on the rear eastern line of Lot Seven (7), in Block Fourteen (14) on said Plat of Lafayette Annex, and running thence northerly seventy-five (75) feet along the rear lines of Lots Seven (7), Nine (9), Eleven (11) and Thirteen (13) in said Block Fourteen (14), to an iron pin which is located on the rear line of Lot Thirteen (13), in said block, and at a point midway thereof; thence easterly and at right angles a distance of fifty-eight and six tenths (58.6) more or less, to the rear line of lot Seven (7), in Block Eighteen (18), as shown on the Plat of Fairmont, which plat is duly recorded in the said Clerk's Office in Map Book 6, pages 34 and 35; thence Southerly and along the rear lines of lots Seven (7) and Eight (8), Nine (9) and Ten (10), in said Block Eighteen (18) on the plat of Fairmont, to a point in the rear line of said lot Ten (10), Block Eighteen (18), which point is arrived at by prolonging the center line of lot Seven (7), Block Fourteen (14), Plat of Lafayette Annex; thence westerly a distance of forty-six and seven tenths (46.7) feet, more or less, to an iron pipe located midway on the rear line of said Lot Seven (7), in Block Fourteen (14), the point of beginning.

INSTRUMENT #060014359
RECORDED IN THE CLERK'S OFFICE OF
NORFOLK ON
MARCH 30, 2006 AT 03:23PM
GEORGE E. SCHAEFER, CLERK

RECORDED BY: MKY